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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 A. H. LUNDBERG ASSOCIATES,  
11 INC., et al.,

12 Plaintiffs,

13 v.

14 TSI, INC.,

15 Defendant.

CASE NO. C14-1160JLR

ORDER

16 This order clarifies the court's reasoning for declining to award prejudgment  
17 interest to Plaintiffs A. H. Lundberg Associates, Inc., and Lundberg, LLC (collectively,  
18 "Lundberg"). (*See* Judgment (Dkt. # 287).) Pursuant to the court's March 30, 2017,  
19 order (3/30/17 Order (Dkt. # 281) at 1), Lundberg and Defendant TSI, Inc., submitted  
20 proposed judgments for the court's consideration (*see* Lundberg Prop. Judgment (Dkt.  
21 # 283); TSI Prop. Judgment (Dkt. # 286)). The parties' proposed judgments were  
22 materially identical with one exception: Lundberg asserted that it was entitled to

1 | prejudgment interest from the date the jury rendered its verdict until the court entered  
2 | judgment (Lundberg Prop. Judgment at 2-3), and TSI disagreed (TSI Prop. Judgment;  
3 | TSI Resp. (Dkt. # 285)).

4 |       The court concluded that Lundberg is not entitled to prejudgment interest. (*See*  
5 | Judgment (entering TSI's proposed judgment).) Lundberg asked the court to treat the  
6 | jury's verdict as a liquidated amount and therefore entitled to prejudgment interest. (*See*  
7 | Lundberg Prop. Judgment at 2-3.)<sup>1</sup> Lundberg relies on *Hadley v. Maxwell*, 84 P.3d 286  
8 | (Wash. Ct. App. 2004), to support its position. In *Hadley*, the plaintiffs prevailed at trial,  
9 | the defendant appealed only the jury's liability finding, the Washington Supreme Court  
10 | reversed and remanded for a new trial only on liability, and the plaintiff again prevailed  
11 | at trial and recovered the initial jury's damages award. *Id.* at 289-90. The Washington  
12 | Court of Appeals treated the initial jury's damages award, which the defendant never  
13 | challenged, as a liquidated sum for purposes of awarding prejudgment interest. *Id.* at  
14 | 290.

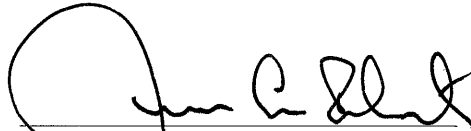
15 |       Based on the unique circumstances of *Hadley*, this court concluded that *Hadley*  
16 | does not extend to this case. Here, Lundberg and TSI have merely engaged in typical  
17 | post-trial motions practice. (*See* Dkt.) Furthermore, unlike the defendant in *Hadley*, TSI

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18 |       <sup>1</sup> *See also In re Exxon Valdez*, 484 F.3d 1098, 1101 (9th Cir. 2007) (holding that federal  
19 | courts sitting in diversity apply state law to calculate prejudgment interest); *TJ Landco, LLC v.*  
20 | *Harley C. Douglass, Inc.*, 346 P.3d 777, 780 (Wash. Ct. App. 2015) ("A party is entitled to  
21 | prejudgment interest on liquidated claims . . . . Trial courts may exercise discretion in the  
22 | amount of the award, but must give a reasonable explanation in equity for any deviance from the  
standard rate."); *Lakes v. von der Mehden*, 70 P.3d 154, 156 (Wash. Ct. App. 2003)  
("[Prejudgment] interest is awardable (1) when the amount claimed is liquidated, or (2) when the  
amount claimed is unliquidated but is determinable by computation with reference to a fixed  
standard in a contract.").

1 challenged the jury's damages finding. (See JMOL Mot. (Dkt. # 228) at 13-19); *see also*  
2 *Coulter v. Asten Grp., Inc.*, 230 P.3d 169, 174 (Wash. Ct. App. 2010) (declining to award  
3 prejudgment interest because "[u]nlike *Hadley*, where the resolution was merely a  
4 question of apportionment, here there is some uncertainty as to the damages" the plaintiff  
5 would receive from the defendant). Accordingly, the court concluded that the verdict is  
6 not a liquidated amount and Lundberg is not entitled to prejudgment interest thereon.  
7 Because the parties' proposed judgments were identical in all other material ways, the  
8 court entered TSI's proposed judgment. (See Judgment.)

9 Dated this <sup>th</sup>12 day of April, 2017.

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11 JAMES L. ROBART  
12 United States District Judge  
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